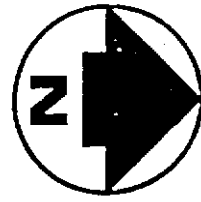
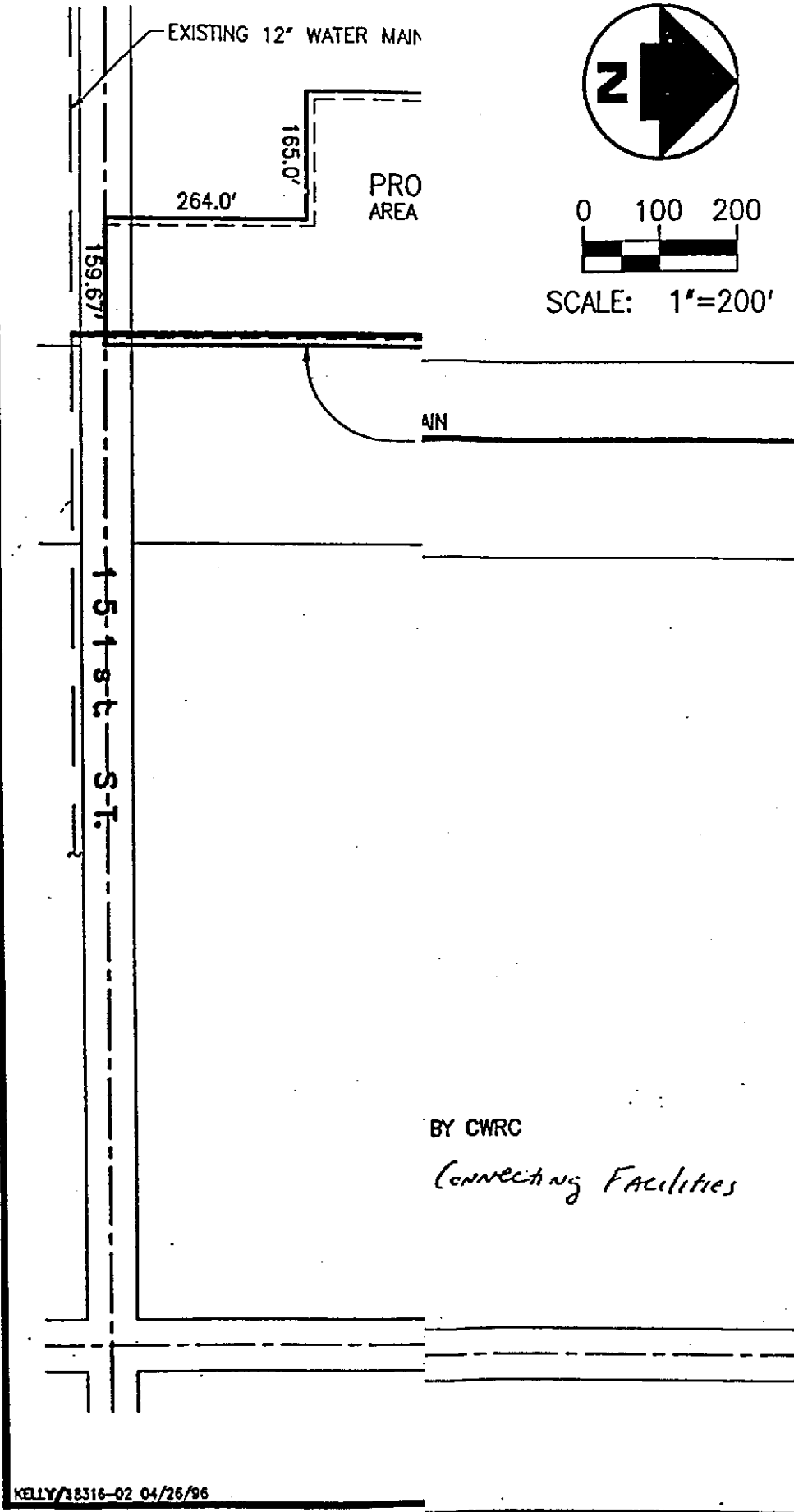


CUCI Point of Delivery, Metering Station,
Connecting Facilities & Related Improvements

Ex-1

15188405.2 050396 831C 93077014



CITIZENS UTILITIES COMPANY OF ILLINOIS	APP. BY: PM		DR. BY: SDS
	DATE: 04/26/96		
AGREEMENT FOR THE DELIVERY OF WATER BETWEEN CITIZENS WATER RESOURCES COMPANY & CITIZENS UTILITIES COMPANY OF ILLINOIS			
HOMER TOWNSHIP WATER DISTRICT PROPOSED WATER SYSTEM IMPROVEMENTS			

KELLY/18316-02 04/26/96

Meter

The Meter shall be a Series "W" turbo-meter manufactured by Rockwell. The specific model to be used shall be either Model W-2000 DR(6") or Model W-5500 DR(10"); either of which shall be a bronze, magnetic drive, flanged turbo-meter.

EX-2

Water Allocation

<u>Annual Accounting Period</u>	<u>Water Allocation</u>
1997	2.036 MGD*/
1998	2.131 MGD
1999	2.226 MGD
2000	2.322 MGD
2001	2.417 MGD
2002	2.512 MGD
2003	2.608 MGD
2004	2.703 MGD
2005	2.798 MGD
2006	2.894 MGD
2007	2.989 MGD
2008	3.084 MGD
2009	3.180 MGD
2010	3.275 MGD
2011	(A straight-
2012	line
2013	interpolation
2014	is assumed
2015	for those
2016	years
2017	between
2018	2010 and
2019	2020)
2020	4.336 MGD
2021-2037**/	(See Comment Below)

*/ MGD = million gallons per day

**/ Any Water Allocation during this period which is greater than 4.336 MGD shall be deemed as a requested increase in the Customer's Water Allocation as contemplated by the terms and provisions of Section 4.1(b), and shall not be effective unless the parties mutually agree as to such increase in accordance with the procedure set forth in said Section 4.1(b). In the event the parties fail to agree upon any such increased amount, this Agreement shall nevertheless remain in full force and effect and the Water Allocation for the period in question shall be deemed 4.336 MGD.

EX-3A

Water Allocation - Amended

[To be completed, if at all, in accordance with
the terms and provisions of Section 4.1(b)]

Ex-3B

Storage Applicable to the Customer

I. Customer's Existing Storage Capacity:

<u>Existing Storage Facility</u>	<u>Capacity</u>
DM #3 14648 Mustang Road, Oak Park	500,000 gallons
DM #1 12149 Derby Lane, Oak Park	200,000 gallons
CSW #4 14618 Pebble Creek Court, Lockport	<u>265,000 gallons</u>
Total	965,000 gallons

II. Storage Allocation by Citizens:

• Pursuant to Section 5.3(c) of this Agreement, Citizens has allocated one (1) million gallons of Citizens' storage capacity for the benefit of the Customer.

Description of Existing Wells to Be Used as Standby Wells

<u>Well</u>	<u>Yield</u> <u>(gallons per day)</u>
Derby Well 3	2,450,000
Chickasaw Well 2	900,000
Chickasaw Well 3	936,000

EX-5

AMENDMENT

THIS AMENDMENT (this "Amendment") is made as of the 31st day of December, 1996 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement"); and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after August 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.


"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before August 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "December 31, 1996" in the first sentence of said Section and replacing it with "August 1, 1997".

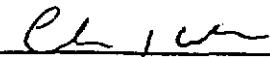
3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment as of the date first above written.

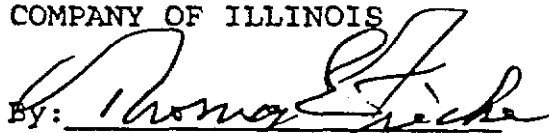
CITIZENS WATER
RESOURCES COMPANY

By: 
Name: Ronald E. Walsh
Title: Vice President


Attest:

By: 
Name: Charles J. Weiss
Title: Secretary

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: 
Name: Lee Ann Conti
Title: Associate General Counsel

SECOND AMENDMENT

THIS SECOND AMENDMENT (this "Amendment") is made as of the 22nd day of July, 1997 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after December 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before December 1, 1997 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "August 1, 1997" in the first sentence of said Section and replacing it with "December 1, 1997".

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS WATER
RESOURCES COMPANY

By: *Ron Walsh*
Name: Ron Walsh
Title: Vice President

Attest:

By: *Charles J. Weiss*
Name: Charles J. Weiss
Title: Secretary & Ass't VP

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: *Thomas E. Fricke*
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: *Paul Meschino*
Name: Paul Meschino
Title: Manager

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") is made as of the 28th day of October, 1997 by and between Citizens Water Resources Company, an Illinois corporation ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1.2 of the Agreement. Section 1.2 of the Agreement is hereby amended by deleting the definitions for "Additional Customer" and "Initial Customers" contained in said Section and replacing them with the following:

"Additional Customer" means a municipal water system or an investor-owned public utility or other entity which enters into a contract with Citizens after March 1, 1998 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

"Initial Customers" means municipal water systems or investor-owned public utilities or other entities which have entered into contracts with Citizens on or before March 1, 1998 for the delivery of Lake Michigan Water through the Citizens Water Transmission System.

2. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "December 1, 1997" in the first sentence of said Section and replacing it with "March 1, 1998".

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS WATER
RESOURCES COMPANY

By: *Ron Walsh*
Name: Ron Walsh
Title: Vice President

Attest:

By: *Ch / ur*
Name: _____
Title: _____

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: *Thomas E. Fricke*
Name: Thomas E. Fricke
Title: General Manager

Attest:

By: *Paul Meschino*
Name: Paul Meschino
Title: Manager

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (this "Amendment") is made as of the 25th day of March, 1998 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "March 1, 1998" in the first sentence of said Section and replacing it with "September 1, 1998".

2. Section 7.6 of the Agreement. Section 7.6 of the Agreement is hereby deleted in its entirety.

3. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

4. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS LAKE WATER COMPANY

By: 

Name: Paul G. Townsley

Title: Vice President

CITIZENS UTILITIES
COMPANY OF ILLINOIS

By: 

Name: Reed T. Scheppmann

Title: General Manager

Attest:

By: 

Name: Lee Ann Conti

Title: Assistant Secretary

Attest:

By: 

Name: Lee Ann Conti

Title: Assistant Secretary

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (this "Amendment") is made as of the 15 day of September, 1998 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated March 25, 1998 (the "Fourth Amendment"), Section 2.3 and Section 7.6 of the Agreement were revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:


1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "September 1, 1998" in the first sentence of said Section and replacing it with "July 1, 1999".

2. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

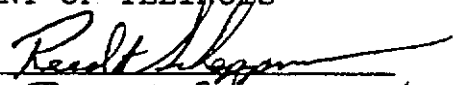
3. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.


CITIZENS LAKE WATER COMPANY

By: 
 Name: PAUL TOWNSLEY
 Title: VIC. PRESIDENT


CITIZENS UTILITIES
 COMPANY OF ILLINOIS

By: 
 Name: REED T. SCHEPPMANN
 Title: Vice President General Mgr

Attest:

By: 
 Name: EDWINA J. SHIRES
 Title: Admin. Assistant

Witness
 Attest:

By: 
 Name: PELLEY S. DAVIDSON
 Title: ADMIN. ASSISTANT

SIXTH AMENDMENT

THIS SIXTH AMENDMENT (this "Amendment") is made as of the 30th day of JUNE, 1999 by and between Citizens Lake Water Company, an Illinois corporation formerly known as Citizens Water Resources Company ("Citizens"), and Citizens Utilities Company of Illinois, an Illinois corporation and public utility under Article 3 of the Illinois Public Utilities Act ("Customer").

WITNESSETH:

WHEREAS, Citizens and the Customer entered into that certain Agreement for the Delivery of Water dated May 1, 1996 (the "Agreement");

WHEREAS, by amendment dated December 31, 1996 (the "First Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated July 22, 1997 (the "Second Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated October 28, 1997 (the "Third Amendment"), Section 1.2 and Section 2.3 of the Agreement were revised;

WHEREAS, by amendment dated March 25, 1998 (the "Fourth Amendment"), Section 2.3 and Section 7.6 of the Agreement were revised;

WHEREAS, by amendment dated September 1, 1998 (the "Fifth Amendment"), Section 2.3 of this Agreement was revised; and

WHEREAS, Citizens and the Customer desire to enter into this Amendment for the purpose of amending the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 2.3 of the Agreement. Section 2.3 of the Agreement is hereby amended by deleting "July 1, 1999" in the first sentence of said Section and replacing it with "January 1, 2000".

2. Effect of this Amendment. Except as herein modified, the Agreement shall remain in full force and effect in accordance with its terms and provisions.

3. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto and each such counterpart shall be deemed to be an original and all such counterparts shall together constitute but one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CITIZENS LAKE WATER COMPANY

By: Charlotte J. Wicks
 Name: Charlotte J. Wicks
 Title: Secretary

Attest:

By: Susan M. Pedner
 Name: SUSAN M. PEDNER
 Title: ASSISTANT SECRETARY

CITIZENS UTILITIES
 COMPANY OF ILLINOIS

By: Robert Schoppmann
 Name: Robert Schoppmann
 Title: V.P. General Manager

Attest:

By: Lee Ann Corti
 Name: Lee Ann Corti
 Title: Assistant Secretary